



Real Estate Assets Department

SDC003

Coalition of Neighborhood Councils

SL4SPM - 003 - ADD

Document Type

LEGAL DOCUMENTS



Sub - Category

SUBLEASES



CITY OF SAN DIEGO
CONSENT TO SUBLEASE

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of **February 1, 2012** (the "Effective Date"), as follows:

City, as lessor, and COALITION OF NEIGHBORHOOD COUNCILS, a California nonprofit corporation ("LESSEE"), as lessee, are parties to that certain CITY OF SAN DIEGO LEASE AGREEMENT (the "Master Lease") filed in the Office of the San Diego City Clerk on May 24, 2006, and relating to the property commonly known as Tubman-Chavez Multi-Cultural Center in San Diego, California, and more particularly described in the Master Lease (the "Master Lease Premises").

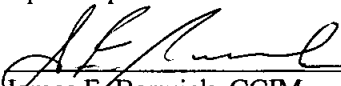
LESSEE, as sublessor, and EMPOWERMENT ASSOCIATION, a California corporation ("Sublessee"), as sublessee, are parties to that certain SUBLEASE dated May 1, 2008, relating to a portion of the Master Lease Premises located at 415 N. Euclid Avenue, San Diego, California 92114 (the "Sublease Premises").

CITY hereby consents to LESSEE'S subleasing the Sublease Premises to Sublessee, provided all of the following conditions are and remain true throughout the term of the Sublease:

- (a) The Sublease is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not be bound by any term or condition in the Sublease which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under the Master Lease.

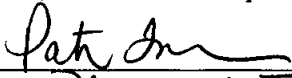
If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the Effective Date.

THE CITY OF SAN DIEGO, a California
municipal corporation

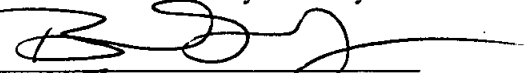
BY: 
James F. Barwick, CCIM
Real Estate Assets Director

Acknowledged and agreed to by LESSEE:

COALITION OF NEIGHBORHOOD
COUNCILS, a California nonprofit corporation

BY: 
Name: PATRICIA TURNER
Title: Executive Director
Date: 3/9/12

Approved as to form and legality:
JAN I. GOLDSMITH, City Attorney

BY: 
Name: Brock Ladewig
Title: DEPUTY CITY ATTORNEY
Date: 3-16-12

LEASE AGREEMENT

1. **PARTIES.** This Lease is executed by and between the **Coalition of Neighborhood Councils** ("Lessor") and Empowerment Association (Lessee"), for the purpose of leasing or renting certain space as hereinafter described. Location address: 415 N. Euclid Avenue, San Diego, CA 92114.
2. **PREMISES.** Lessor leases to Lessee and Lessee leases from Lessor Office #6 (hereinafter the "Premises") located at the above referenced address. Lessee has examined the Premises and by placing his/her INITIALS HERE acknowledges and agrees that the Premises and common areas are satisfactory for all purposes including the safety and security thereof, for which Lessee shall use the Premises or the common areas.
3. **TERM.** Term shall be for 6 months. Term start date shall be May 1, 2008 and term end date shall be October 31, 2008. After which term shall be deemed a month-to-month tenancy subject to all terms and conditions of this Lease. Tenant may terminate this lease with a 30-day written notice to Landlord. Landlord may terminate this lease with a 30-day written notice to Tenant.
4. **RENT.** Lessee shall pay to Lessor as a monthly rent, without deduction, prior notice, demand or billing statement, the sum of \$250.00 dollars per month, plus adjustments, in advance on the first (1st) day of each month. Rent commencement date shall be May 1, 2008. In the event Lessee shall fail to pay the rent due by the 10th day thereafter, Tenant shall pay in addition to any other amounts due, a late charge of \$50.00 as additional rent with respect to each installment of rent not paid when due. Such provision for late charge is not to be constructed as abridging or altering any of Lessor's rights and remedies in the event of Lessee's default as provided in paragraph 9 and Lessee's failure to pay rent when due as provided above shall constitute a material default hereunder. Lessor shall pay the gas and electricity bill up to \$50.00 per month. If the bill exceeds \$50.00, Lessee shall be responsible for paying the difference. Lessor shall pay for water and sewer services.
5. **USE OF PREMISES AND COMPLIANCE WITH LAW.** Lessee shall not store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous materials on the Premises. Lessee shall not store any personal property on the Premises which would result in the

violation of any law of any governmental authority and Lessee shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises or use thereof. Lessee shall not use the Premises in any manor that will constitute waste, nuisance, or unreasonable annoyance to other lessees in the Premises.

6. **INSURANCE.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of combined single Limit Bodily Injury and Property Damage Insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than \$2,000,000.00. The policy shall contain cross liability endorsements and shall insure performance by Tenant of the indemnity provisions of this paragraph 5. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall provide proof of coverage to Landlord upon annual renewal of the insurance policy or at any other time he shall do so upon ten (10) days written demand by Landlord.
7. **LIMITATION OF LESSOR'S LIABILITY; INDEMNITY.** Lessor and Lessor's agents shall not be liable to Lessee for any damage or loss to any person, Lessee or any property stored in, on or about the Premises, arising from any cause whatsoever, including, but not limited to theft, fire, mysterious disappearance, rodents, acts of God or the active or passive acts, omissions or negligence of Lessor or Lessors agents. Lessee shall indemnify and hold Lessor and Lessor's agents harmless from any and all damage, loss or expense arising out of or in connection with any damage to any person or property occurring in, on or about the Premises, whether occasioned by Lessor or Lessor's active or passive acts, omissions or negligence or otherwise.
8. **DEFAULTS OF LESSEE; LESSORS REMEDIES.**

8.1 **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

1. Abandonment of the Premises.
2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder as and when due, or the failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this lease to be observed or performed by Lessee were any such failure shall continue for a period of three (3) days after written notice thereof from Lessor to Lessee.

8.2 Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without any notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovery and possession of the Premises, expenses of reletting, including necessary repair and cleaning of the Premises, and reasonable attorney's fees. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of 10% per annum.
- (b) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of California.

9. ATTORNEY'S FEES/COLLECTION CHARGES.

9.1 In the event of any legal action or proceeding between the parties hereto, reasonable attorney's fees and expenses of the prevailing party in any such action or proceeding may be added to the judgment therein. Should Lessor be named as defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy hereunder, Lessee shall pay to Lessor its cost and expenses incurred in such suit, including reasonable attorney's fees.

9.2 If Lessor utilizes the services of any attorney at law for the purpose of collecting any rent due and unpaid by Lessee after three (3) day's written notice to Lessee of such nonpayment of rent, Lessee agrees to pay the Lessor reasonable attorney's fees for such services, regardless of the fact that no legal action may be commenced or filed by Lessor, which fee in no event shall be less than One Hundred (\$100.00) dollars.

10. ALTERATIONS. Lessee shall not make or allow any alterations of any kind or description whatsoever to the Premises without in each instance the prior written consent of the Lessor.

11. RIGHT TO ENTER, INSPECT, AND REPAIR PREMISES. Lessee shall grant Lessor, Lessor's agents or the representative's of any governmental authority, including police and fire officials, access to the Premises upon three (3) days' prior written notice to Lessee. In the event Lessee shall not grant access to the

Premises as required or in the event of an emergency or upon default of any of Lessee's obligations under this Lease, Lessor, Lessor's agents or the representatives of any governmental authority shall have the right to remove Lessee's lock and enter the Premises for the purpose of examining the Premises or its contents thereof or for the purpose of making repairs or alterations to the Premises and taking such other action as may be necessary or appropriate to preserve the Premises and taking such other action as may be necessary or appropriate to preserve the Premises, or to comply with applicable law or enforce any of Lessor's rights.

12. **NO WARRANTIES.** Lessor hereby disclaims any implied or expressed warranties or representations of the nature, condition, safety, or security of the Premises and Lessee hereby acknowledges as provided in Paragraph 2 above, that Lessee has inspected the Premises and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety or security of the Premises or any property stored therein. Tenant shall maintain the premises in all aspects. This Lease sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto.
13. **CONDITION OF PREMISES UPON TERMINATION.** Upon termination of this Lease, Lessee shall remove all Lessee's personal property from the Premises and shall immediately deliver possession of the Premises to Lessor in the same condition as delivered to Lessee on the commencement date of this Lease, reasonable wear and tear excepted.
14. **NOTICES.** Except as otherwise expressly provided in this Lease, any written notices or demands required or permitted to be given under the terms of this Lease may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party so to be served at the address of such party provided for in this Lease. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed shall be deemed complete on the date deposited in the United States mail, with postage thereof fully prepaid and addressed in accordance with the provisions hereof. Notices sent pursuant to Section 21703 or Section 21705 of the California Business and Professions Code shall be sent to the Lessee's address and the alternative address if both are provided by the Lessee in this Lease.
15. **ASSIGNMENT.** Lessee shall not assign or sublease the Premises or portion thereof, without the prior written consent of lessor.
16. **SUCCESSION.** All of the provisions of this Lease shall apply to, bind, and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

17. **CONSTRUCTION.** Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but any provision of this Lease shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease.
18. **TIME.** Time is of the essence of this Lease.
19. **RULES AND REGULATIONS.** The rules and regulations posted in a conspicuous place at the Premises are made a part of this Lease and Lessee shall comply at all times with such rules and regulations. Lessor shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Premises. Premises and all common area, or for the preservation of good order and, upon posting of any such amendments or additions in a conspicuous place at the Premises they shall become a part of this Lease.
20. **EXECUTION.** "By execution of this Lease Agreement, Lessee acknowledges having been presented with the Lease agreement and having read it prior to Lessee taking actual possession of the leased Premises."
21. **ENTIRE AGREEMENT.** There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative or Lessor or Lessor's agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.
22. **ADDENDUM.** If an addendum to Lease is attached hereto, it is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSOR:

By: *J. Franco*

5/1/08
(Date)

LESSEE:

By: *Charolyn Jackson*

5/1/2008
(Date)